REMARKS

1. Summary of the Office Action

Claims 1 – 5, 7 – 16, 18 – 22, 26 – 30, 32 – 41, and 43 – 47 have been rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention.

Claims 1 – 5, 7 – 10, 12 – 16, 18 – 21, 23, 26 – 30, 32 – 35, 37 – 41, 43 – 46 and 48 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over the combination of U.S. Patent No. 5,557,798 to Skeen et al. (hereinafter, "Skeen") and U.S. Patent No. 5,961,586 to Pedersen (hereinafter, "Pedersen").

Claims 11, 22, 24 – 25, 36 and 47 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over the combination of Skeen, Pedersen, and U.S. Patent No. 5,680,551 to Martino (hereinafter, "Martino").

2. Response to § 112 Rejection

The Examiner has rejected claims 1 – 5, 7 – 16, 18 – 22, 26 – 30, 32 – 41, and 43 – 47 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicants regard as the invention. In particular, the Examiner has stated that, in claims 1, 12, 26 and 37, the term "the unacknowledged message" lacks antecedent basis. Claims 1, 12, 26 and 37 have been amended to read, "the subsequent message" to more clearly identify the particular message that is resent to the subscriber application. Accordingly, Applicants submit that the rejection has been overcome.

3. Response to § 103 Rejections

To establish a **prima facie** case of **obviousness**, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable

expectation of success must both be found in the prior art, and not based on Applicants' disclosure. In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

Independent claims 1, 12, 26 and 37 are not obvious in view of the combination of Skeen and Pedersen, because neither Skeen, nor Pedersen, when considered individually or in combination, disclose all of the claim limitations of independent claims 1, 12, 26 and 37, as amended.

Claim 1, as amended, includes the following limitations:

> registering, in response to that message, a **certified** message subscription request, for messages of the first type, for that subscriber application **at the publisher application**;
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> ...
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> establishing, in response to the **certified** message subscription request, **a certified communications session** between the subscriber application and the publisher application in which the publisher application communicates a subsequent message of the first type to at least the subscriber application and monitors whether the subscriber application has received the subsequent message by waiting for an acknowledgement of receipt of the subsequent message from the subscriber application and, if the acknowledgement does not arrive within a defined time, resends the subsequent message to the subscriber application, thereby establishing a certified message delivery session between the publisher application and the subscriber application.

(Claim 1, emphasis added). Accordingly, claim 1 refers to registering a **certified** message subscription request at **the publisher application**, and establishing, in response to the **certified** message subscription request, a **certified communications session** between the subscriber application and the publisher application.

In the Office Action mailed on June, 4, 2004, the Examiner has stated that Skeen discloses registering a **certified** message subscription request **at the publisher application**, as is recited in claim 1. In particular, the Examiner cited language from claim 35 of the Skeen patent (line 3 of column 95), which states:

> **35**. The apparatus of claim 28 wherein said one or more data location and access programs include one or more programs to control one or more of said computers so as to implement subscription registration means for establishing said communication path by sending a **subscription registration message** to register said subscription for said desired data with the

> one or more computers having in execution thereon said one or more **data location and access programs** which are coupled to said process(es) and/or service instances which publish said requested data, said subscription registration message including the identifier of the requested data, and wherein said at least one process and/or service instance which publishes said requested data is coupled to said one or more computers implementing said subscription registration means and wherein said one or more computers having in execution thereon said one or more data location and access programs is also programmed to implement means for transmitting data published by said at least one process and/or service instance which has an identifier for requested data which is the subject of any active subscription registration to all the data consuming process(es) which registers a subscription to data having said identifier.

(Skeen, Claim 35, emphasis added).

Skeen discloses a subscription registration means for establishing a communications path by sending a subscription registration message, but not a **certified** message subscription request, as is recited in claim 1. Furthermore, according to Skeen, the subscription registration message is sent to, and registered with, a data location and access program, not a **publisher application** as is recited in claim 1. Applicants submit that Skeen, and in particular, the passage cited by the Examiner, does not disclose registering a **certified** message subscription request **at the publisher application**, as is recited in the above limitation of claim 1.

To further clarify, Skeen generally relates to the decoupling of two communicating software applications. That is, Skeen seeks to make it possible for a publisher application, without knowledge of a subscriber application, to exchange data with the subscriber application. One way this is achieved, according to Skeen, is by using a proxy or intermediary (e.g., an information layer, or a data location and access program). Skeen states:

> Architectural decoupling is provided by an information layer such that a requesting process can request data regarding a particular subject without knowing the network address of the server or process where the data may be found. This form of decoupling is provided by a subject-based addressing system within the information layer of the communication component of the interface.

(Skeen, Col. 4, Line 56). According to Skeen, a subscriber application, with no knowledge of a particular publisher application, submits a subscription registration message for data to the "data

location and access program" and not directly to the publisher application. According to Skeen, the "data location and access program" is separate from the publisher application. (See Fig. 1 – illustrating a clear separation of the Application 16 and the Communications Interface 16.)

Applicants' claim 1 refers to registering a **certified** message subscription request **at the publisher application**. Applicants submit that a **certified** message subscription request is different from the subscription registration message of Skeen. For example, according to Skeen, a subscriber application may initially subscribe to receive messages of a particular type by sending a subscription registration message to an intermediary (e.g., a "data location and access program"). However, after subscribing, the subscriber application may, for example, send a **certified** message subscription request to establish a **certified communications session** between the subscriber application and the publisher application, as is recited in claim 1.

In the Office Action mailed on June, 4, 2004, the Examiner has stated:

> Skeen teaches ... establishing a communications session (communication link be established, line 60 column 80) between the applications ...

(Office Action mailed June 4, 2004).

However, the Examiner has failed to consider the exact language of the claim. Claim 1 does not state "establishing a communications session between applications." Instead, claim 1 states:

> establishing, in response to the certified message subscription request, a **certified communications session** between the subscriber application and the publisher application

(Applicants' claim 1). In contrast to Skeen, Applicants' invention as claimed relates to a certified communications session. Accordingly, claim 1 refers to establishing a **certified communications session** between the subscriber application and the publisher application. Skeen refers to establishing a communications path, or link. Applicants' submit that Skeen does not disclose establishing a **certified communications session** between the subscriber application and the publisher application, as is recited in claim 1.

Pedersen relates to a system and method for remotely executing an interpretive language application. Pedersen states:

> A connection manager 80 executing on the server node 34 is "listening" to the well-known communications port 72 for a connection request 68. When a connection request 68 is received from the client node 24, the connection manager 80 is notified 84. The connection manager 80 knows which protocol is being used based on the notification 84.
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> ...
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> ... The connection manager 80, using the minimum protocol stack 104 sends a TTY data stream that indicates service is available. Thus, this method for detecting a client connection is independent of the port to which the connection is first established. If the client node 24 does not respond with a prescribed time period (e.g., 5 seconds) to the service available message, a resent do the "service available" message is performed by the server 34.
>
> If the client 24 receives the message, the client 24 sends a TTY string indicating that the "service available" message was detected. The client 24 waits for the server 34 to respond and if the response is not within a prescribed time interval (e.g. 5 seconds) the client 24 resends the message ...

(Pedersen, Col. 5, Line 47). Pedersen relates to establishing a connection between a client application and a server application. However, Pedersen does not relate to, or disclose, the limitations of claim 1 recited above. Specifically, Pederson does not disclose registering a **certified** message subscription request **at the publisher application**, and establishing, in response to the certified message subscription request, a **certified communications session** between the subscriber application and the publisher application.

In view of the above, it is submitted that neither Skeen, nor Pedersen disclose all of the limitations of claims 1, 12, 26 and 37 and, accordingly, claims 1, 12, 26 and 37 are allowable. As claims 2 – 5, 7 – 11, 13 – 16, 18 – 22, 27 – 30, 32 – 36, 38 – 41, and 43 – 47 depend upon claims 1, 12, 26 and 37, they are also allowable.

Independent claims 23 and 48 are not obvious in view of the combination of Skeen and Pedersen, because neither Skeen, nor Pedersen, when considered individually or in combination, disclose all of the claim limitations of independent claims 23 and 48.

Claim 23, includes the following:

> labeling the outgoing message with a label including the delivery session name and a sequence number

(Claim 23, emphasis added).

Skeen does not disclose labeling an outgoing message with a sequence number. Skeen discloses a reliable broadcast protocol for transmitting packets. (Col. 5, Line 45). According to Skeen, at the protocol level, each message is broken down into packets to be transmitted across a network. The packets, which are subcomponents of a message and not equivalent to a message, as the Examiner has suggested, are given a sequence number and sent across the network. If a packet does not arrive, or arrives out of order, the protocol engine is informed and the packet can be retransmitted. However, labeling packets will not ensure that messages arrive in a particular order. Claim 23 refers to labeling messages, not packets. One skilled in the art will recognize and understand the difference between a packet and a message. Consequently, Skeen does not disclose labeling an outgoing message with a sequence number, as is recited in claim 23. In view of the above, it is submitted that neither Skeen, nor Pedersen disclose all of the limitations of claims 23 and 48, and accordingly, claims 23 and 48 are allowable. As claims 24 – 25 depend upon claim 23, they are also allowable.

In light of the above, Applicants respectfully submit that the rejection under 35 U.S.C. § 103 has been overcome, and withdrawal of this rejection is therefore respectfully requested.

4. Conclusion

Having tendered the above remarks and amended the claims as indicated herein, Applicants respectfully submit that all rejections have been addressed and that the claims are now in a condition for allowance, which is earnestly solicited.

If there are any additional charges, please charge Deposit Account No. 02-2666. If a telephone interview would in any way expedite the prosecution of the present application, the Examiner is invited to contact Nathan Elder at (408) 947-8200 ext. 207.

Respectfully submitted,

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Dated: 10/4, 2004

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